made any change in the rule previously obtaining in this regard. The authority relied upon by the principal case is *Gray Tie Co.* v. *Farmers' Bank,* 109 Ky. 694, 60 S. W. 537, which case was decided before the Kentucky Neg. Ins. Law was passed in 1904. See also *Stafford* v. *Bratcher,* 4 Ky. Law Rep. 996; *Miller* v. *Thompson,* 42 E. C. L. 303; *Bailey* v. *S. W. R. R. Bank,* 11 Fla. 266; 7 CYC. 759, note 27. The drawee in the principal case relied upon § 127 of the Neg. Ins. Law—N. Mex. Laws, 1907, chap. 83,—which provides that the drawee is not liable on a bill of exchange unless and until he accepts the same. But that section must be read in connection with § 130 of the same Act, providing that where the drawer and the drawee are the same person, a draft may be treated either as a bill of exchange or as a promissory note, thus requiring no acceptance. Of course acts of agents within their powers are the acts of their principals.

CARRIERS—MERCHANDISE AS BAGGAGE—NOTICE.—P. as a passenger checked his trunk which contained merchandise of great value, without notice to the carrier that it contained anything but ordinary baggage. The trunk was lost and P. sues for value of its contents. *Held,* that P's silence as to the nature of the contents of the trunk, will prevent him from recovering. *Nathan* v. *Woolverton* (1910), 127 N. Y. Supp. 442.

It is settled by the great weight of authority that if a carrier receives from a passenger merchandise or articles other than personal baggage, with knowledge of that fact, it is liable for them on its contract of carriage. *Hannibal Railroad Co.* v. *Swift,* 12 Wall. 262; *T. & O. C. Ry. Co.* v. *Bowler & Burdick Co.,* 57 Oh. St. 38; *St. Louis etc. Ry. Co.* v. *Berry,* 60 Ark. 433; *Jacobs* v. *Tutt,* 33 Fed. 412; *Mich. Cent. R. R. Co.* v. *Carrow,* 73 Ill. 348; *Humpreys* v. *Perry,* 148 U. S. 627; *Oakes* v. *N. P. R. R. Co.,* 20 Ore. 392. The great majority of cases are also to the effect that where a carrier has placed one in charge of its check room with authority to receive and ship the baggage of its passengers, the power is given the agent to determine what is baggage and what to accept as such; and, if the baggageman with knowledge or with the means of knowledge accepts articles which ordinarily are not baggage, the carrier will be bound by his act, although it has expressly instructed him not to accept such things as baggage or only upon condition, in the absence of any knowledge of the passenger as to the limitation of authority. *Kansas City etc. R. Co.* v. *McGahey,* 63 Ark. 344, 36 L. R. A. 781, 58 Am. St. Rep. 111; *Minter* v. *Pac. R. Co.,* 41 Mo. 503, 97 Am. Dec. 288; *Trimble* v. *N. Y. etc. R. Co.,* 162 N. Y. 84, 48 L. R. A. 115; *Charlotte Trouser Co.* v. *Seaboard etc. Ry. Co.,* 139 N. C. 382; *Dahrooge* v. *Pere, etc. R. Co.,* 144 Mich. 544; 2 HUTCHINSON, CARRIERS, Ed. 3, § 1251; 4 ELLIOTT, RAILROADS, § 1649. However, the rule seems to be the other way in Massachusetts, and the carrier is not bound by the knowledge of the baggageman. *Blumantle* v. *Fitchburg R. Co.,* 127 Mass. 322. In *Dahrooge* v. *Pere etc. R. Co.,* supra, the court says that "the notice need not be express and it is sufficient if the carrier or its agent have notice or knowledge of facts sufficient to put it upon inquiry as to the character of the baggage." It has been held that the knowledge or means of knowledge must come to the agent while acting in

his capacity as agent and engaged in performing his duties. *Central R. Co.* v. *Joseph,* 125 Ala. 313. However, in *Jacobs* v. *Tutt,* supra, the court considered the railroad company bound by the agent's knowledge, although it was derived from the fact that the passenger showed him the contents of his grip while endeavoring to sell him some of the articles therein contained, and not while the agent was engaged in doing anything for the carrier at all. The decision reached in the principal case is in accord with the practically unanimous view, as where the passenger has been guilty of concealment, it is fraud on his part and the carrier is not liable.

CONSTITUTIONAL LAW—IMPAIRING OBLIGATION OF CONTRACT—CLAUSE OF INSURANCE CONTRACT LIMITING THE TIME IN WHICH TO BRING ACTION.—A law of Virginia stated that no provision in any insurance contract limiting the time in which suit may be brought to less than one year after loss shall be valid. (Acts 1906, c. 112.) A clause in plaintiff's policy taken out before the act was passed limited the time to six months. While the law was in effect and the policy in force the insured property was destroyed by fire. The present action was brought more than six months but less than a year after the loss. If the statute applied to this existing contract making the clause limiting the time to less than a year void, the plaintiff may recover; otherwise not. *Held,* that the law applied to policies issued before its passage; and that while such contracts are presumed to be made with reference to existing laws, such laws may be altered, amended, or repealed without affecting the binding force of the contract, as long as a sufficient remedy is left for its enforcement; and that the legislature may shorten the period of limitation, leaving always a reasonable time within which to invoke a remedy, or prolong the period where the right to plead it has not accrued. *Smith & Marsh* v. *Northern Neck Mut. Fire Ass'n of Va.* (1911), — Va. —, 70 S. E. 482.

An act denying to corporations the defense of usury was held retroactive and applied to contracts made before passage, though suit had already been brought before passage. *Town of Danville* v. *Pace,* 25 Grat. 1. A statute which requires the holder of a tax certificate made before its passage to give notice to the occupant of the land before he takes his tax deed, does not impair the obligation of contract evidenced by the certificate. *Curtis* v. *Whitney,* 13 Wall. 68. But in *Harrison* v. *Thomas,* 103 Va. 333, the court did not allow a similar statute to renew a dead right of redemption. It is within the power of the states to pass recording acts by which the elder grantee shall be postponed to a younger, if the prior deed is not recorded within a specified time. *Jackson* v. *Lamphire,* 3 Pet. 280. While the above decisions claim the alterations are not elements in the contract, it is usually a difficult question to determine just the effect, whether it affects the remedy merely, or effectively destroys some advantage or right which is an element in the contract. In *Green* v. *Biddle,* 8 Wheat. 1, it is said that any law causing deviation from the terms of a contract, imposing conditions not expressed or dispensing with the performance of those which are expressed or denying certain rights under it, impairs its obligation. Similar statements are made